

**150 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

RSA-1204-2022(O&M)

Date of decision: 09.08.2022

Gurdev Singh

....Appellant

Versus

Harjit Singh and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Abhishek Arora, Advocate for the appellant

ANIL KSHETARPAL, J (Oral)

While assailing the concurrent findings of fact arrived at by the courts below, the defendant has filed the present appeal. The plaintiff's suit for grant of decree of possession by way of specific performance of the agreement to sell has been decreed by both the courts below. Alongwith the appeal, an application under Order 41 Rule 27 of the Code of Civil Procedure, 1908, for permission to lead additional evidence has been filed. It has been stated that the agreement to sell was entered into by the predecessor-in-interest of the appellant-Sh.Ram Rattan. Through application permission to lead additional evidence, the appellant wishes to produce copy of the agreement executed by Amolak Singh in favour of late Sh.Ram Rattan on 25.12.1979.

The aforesaid agreement would not be relevant as late Sh.Ram Rattan had entered into an agreement to sell on 13.09.2010 in favour of the plaintiffs (respondents herein) therefore, the ownership of Ram Rattan is not in dispute. The appellant herein is Ram Rattan's son. Moreover, no plausible reason for its non production before the courts below has been disclosed. Hence, the application for additional

evidence is dismissed.

Learned counsel representing the appellant contends that the address of one of the marginal witness namely Megh Raj has been wrongly recited on the agreement to sell. On the request of the Court, the deposition of Megh Raj has been read over by the learned counsel representing the appellant. There is no suggestion to the witness (Megh Raj) that he is not a signatory to the aforesaid agreement. In any case, both the witnesses of the margin of the agreement to sell namely Balwant Singh and Megh Raj, who have appended their signatures on the agreement to sell have been examined. The agreement to sell is thumb marked by late Sh. Ram Rattan and there is no evidence to prove that Sh. Ram Rattan did not thumb mark the agreement. In fact, the appellant while filing the written statement claimed that he has received Rs.50,000/- and not Rs.5,00,000/-. Hence, both the courts below have not committed any error while decreeing the suit. Hence, no ground to interfere is made out.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

09.08.2022

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE